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JOHN C. FREMONT!

“IS HE HONEST? IS HE CAPABLE?”

JEFFERSON.

Whenever an individual is presented as a candidate for any public station, the first questions which should suggest themselves to the consideration of those with whose interests he is to be entrusted, are, “Is he honest? Is he capable?” But when the station to which it is proposed to elevate the individual is as exalted as that of President of the United States, these questions become of pre-eminent importance; and no man should receive the suffrages of the public, whose life and history do not warrant a full, unequivocal and unquestionable response in the affirmative. John C. Fremont has been nominated as a candidate for the Presidency. “Is he honest? Is he capable?” Colonel Fremont has been employed in the public service. Let his acts answer the questions. We quote from official documents; documents existing long before Colonel Fremont occupied his present position, so that there can be no pretence that they were got up for merely political effect.

Headquarters Tenth Military Department,)
Monterey, California, June 21, 1847. }

A claim has to-day been presented to me against the United States, of so extraordinary a nature that I deem it proper to send it to you for the information of the department.

You will perceive it is for money borrowed at an enormous rate of interest by Lieutenant Colonel Fremont from one Antonio Jose Cot, and, too, in the official (character) of “governor” of California, when he knew that General Kearney, his superior and commanding officer, was here in the country.

In the same manner, the lieutenant colonel gave orders and caused the collector of customs at San Pedro to receive in payment of custom-house dues a large amount—say \$1,700—of depreciated paper signed by individuals in no way responsible to the government.

The object I now have in view is the request that Lieutenant Colonel Fremont may be required to refund immediately the seventeen hundred dollars that the treasury of California has thus lost by his illegal order.

I am, &c.

R. B. MASON,

Col. 1st Dragoons, Commanding.

To Brig. General R. JONES,
Adj. Gen. U. S. Army, Washington city.

TRANSLATION OF THE ORIGINAL OBLIGATION
GIVEN BY FREMONT TO COT, AND NOW
ON FILE IN THE DEPARTMENT.

ANGELES, FEBRUARY 4, 1847.

I, the undersigned, governor of California for the United States of North America, acknowledge that I have received from Don Antonio Jose Cot, merchant of this city, two thousand dollars, in hard cash, which he has furnished this government for the public service, and I bind myself, in the name of the United States government, to return the said sum within the term of two months from this date, paying for interest three per cent. per month, or one hundred and twenty dollars. But if, at the expiration of this term, the government should see fit still to make use of these two thousand dollars, Mr. Cot agrees that the interest shall run for four months longer at two per cent. per month, or one hundred and sixty dollars for the four months. And for the fulfilment of what has been stipulated, I bind myself, as governor of California.

For \$2,000.

J. C. FREMONT.

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ANGELES, FEBRUARY 20, 1847.

I have furthermore received from the said Mr. Cot the sum of one thousand dollars, in the terms expressed above.

For \$1,000. J. C. FREMONT.

From the first invasion of California by the American troops, a large portion of the leading citizens of California, welcomed our troops with open arms, and willingly furnished material aid in establishing the supremacy of our flag in the Eldorado of the west. In consequence of their sympathy in our success, any one professing to be the agent of our government could have obtained the last dollar that any of those gentlemen possessed; hence the facility by which "our governor" was enabled to borrow this and other sums from other individuals.

The claim of Don Cot was not allowed by the treasury department, and it was presented to the army board, organized under the sixth section of the appropriation act passed August, 1852, who, on the 26th January, 1854, recommended the allowance in full, with two hundred and forty dollars additional, for four months interest at 2 per cent. per month.—Congress having made the necessary appropriation, the claim was allowed by the accounting officers of the treasury on the 31st October, 1854, and was paid on a power of attorney from Cot to Corcoran & Riggs, into whose hand the claim had passed.

The board was induced to allow the claim, not on account of its legality, but from the fact that Don Cot had loaned the money believing that it was for the use of the government of the United States, and the board thought it unjust that he should be the victim of his own patriotism, though he must doubtless have suffered considerable loss in having it discounted. Colonel Fremont was called upon; but being unwilling or unable (or at least neglecting so to do) to show how the money thus borrowed by him was applied to the service of the government, it was charged to him upon the books of the department, and has remained wholly unaccounted for by him up to this time. On the 30th of January, 1856, a claim was allowed Colonel Fremont by the secretary of the treasury, and it was placed to his credit upon the before-mentioned debit against him, which being deducted, leaves a balance of \$1,986 51 of the \$3,000 (and interest) still unaccounted for and standing against the "gallant" candidate for president on the books of the department. It is more than probable that the story current in California will account for the disbursement of the money borrowed of Don Cot, which is, that it went to pay for the celebrated humbug "Mariposa claim," of and about which so much has been said and written during the last four months.

Under date of October 9th, of the same year, Col. Mason reports another transaction to the War Department. We quote the letter, with the accompanying paper necessary to its explanation.

Headquarters Tenth Military Department. }
Monterey, California, Oct. 9, 1847. }

SIR:—I have the honor herewith to enclose to you the papers relating to a certain contract entered into on the 3d day of March, 1847, by Lieutenant Colonel Fremont, mounted riflemen, with a Don Euliojio de Celis, a resident of Cuidad de los Angeles, California. The paper marked A is a copy of this contract with Lieutenant Colonel Fremont's certificate bearing date April 26, 1847, that the contract had been complied with on the part of Don Euliojio de Celis, and that he, Fremont, had executed to him in payment a note for the sum of six thousand nine hundred and seventy five dollars.

Lieutenant Colonel Fremont left California in the month of June, 1847, giving no notice to General Kearney or myself of the existence of such a contract, or that he had pledged the faith of his government for the redemption of it by the payment of the sum of \$6,975. Nor had I the least idea of this obligation until applied to by Col. Stevenson whether I would recognize the contract and redeem the bond at maturity. This letter was accompanied by others, which show that in fact, notwithstanding the certificate of Lieutenant Col. Fremont, Mr. Celis never delivered to the commissary of the California battalion one single head of beef cattle under this contract, and that not one of these six hundred head of cattle was slaughtered for the use of that battalion; but, on the contrary, that they have been delivered to a Mr. Stearns, of Los Angeles, in two parcels; one of four hundred and eighty-one on the first day of May, and another of one hundred and nineteen on the 6th day of July, 1847, both of which dates are subsequent to the discharge of the California battalion commanded by Lieutenant Colonel J. C. Fremont. There is no doubt that these cattle are the same six hundred contracted for by Lieutenant Colonel Fremont on the 3d March, 1847. Mr. Celis stated it positively in his letter marked D; and the receipts for them by Stearns, marked B and F, specially state that he (Stearns) receipts for them in the name and behalf of Lieutenant Colonel Fremont.

These deliveries occurred at a time when a garrison was stationed at Los Angeles, with a commissioned agent of the commissary department of the army, Lieut. Davidson, to take charge of subsistence stores intended for public use; yet these cattle, furnished by a formal contract, are delivered to a private

individual upon a special agreement (as he Stearns, says) to breed on shares for the term of three years. I have endeavored to procure from Mr. Stearns a copy of the agreement he has made with Lieutenant Colonel Fremont for taking care of these cattle, but his letters (marked 7 and 10) positively assert that he regards those cattle as the private property of Lieutenant Colonel Fremont, but that the agreement by which he holds them is a verbal one, witnessed by a Mr. Hensly and Lieutenant Gillespie, of the United States navy. Thus stand the facts, and I am applied to to know whether payment will be made upon the paper marked 2, which is a certificate that the sum of \$6,975 is due to Mr. Celis for supplies furnished the California battalion, which supplies are clearly and plainly the lot of six hundred breeding cows now in the hands of a private individual, not one of which has been used for public purposes. This note becomes due on the 18th of December, 1847, and bears an interest of twenty-four per centum per annum after that date.

In connection with this subject, I call your attention to the paper marked 3, wherein Lieutenant Colonel Fremont has bound himself and future governors of California, to pay the sum of \$2,500 at the expiration of eight months from the date of March 3, 1847, or, in default thereof, that the note shall bear an interest of twenty-four per cent. per annum; this, too, when the acting assistant quartermaster at Monterey had been more than a month in the country, with a supply of money applicable to the proper expenses of the army in California.

Mr. Celis states that it was partly to secure this loan of money that Lieutenant Colonel Fremont made with him the liberal bargain for cattle, for which the price is about 40 per cent. higher than the market price at the time. Both of these notes are soon due, and Mr. Celis is going to make application for payment, as he claims to have fulfilled his part of a contract for the redemption of which the good faith of the government of the United States is pledged by an officer thereof; but the whole transaction, as shown by the accompanying papers, appears to me of such a character that I shall not order payment of the money to Mr. Celis, but refer all the papers to the department, for such action as they may consider proper in the case.

I have the honor to be, &c.,

R. B. MASON,

Colonel 1st Dragoons, Commanding.
To General R. Jones, Washington city.

No. 2.

This is to certify that there is due from the United States to Don Eulio de Celis the sum of six thousand nine hundred and seventy-five dollars, on account of supplies furnished by him for subsisting United States troops in service in this territory and under

my command. The above sum, for which this obligation is given, shall be subject to an interest of two per cent. per month, after the expiration of the term of eight months from the 18th of April, 1847, until paid.

J. C. FREMONT,

Lieut. Col. United States Army.
Angeles, California, April 27, 1847.

No. 3.

Eight months after date, I, J. C. Fremont, governor of California, and thereby the legal agent of the government of the United States of North America, in consideration of the sum of two thousand five hundred dollars being borrowed or advanced to me, for the benefit of the said government of the United States, by Eulio de Celis, hereby promise and oblige myself, in my fiduciary character as governor aforesaid, and my successors in office, to pay the said Eulio de Celis, his heirs, executors, administrators, and assigns, the aforesaid sum of two thousand five hundred dollars, without defalcation. It is agreed and understood that if the aforesaid sum of two thousand five hundred dollars is not paid on or before maturity, it is to draw interest at the rate of two per cent. per month from the time it falls due. In testimony whereof, I have hereunto set my hand and have caused the seal of the territory to be affixed, at the city de los Angeles, the capital of California, this 3d day of March, in the year 1847.

J. C. FREMONT.

Governor of California.

No. 7.

ANGELES, AUGUST 12, 1847.

DEAR SIR:—In reply to your official letter of yesterday, I would observe that I hold in my possession six hundred head of cattle, (the major part breeding cows,) received from Don Eulio de Celis, on account of Lieutenant Colonel John C. Fremont. I hold these cattle by agreement, and for the term of three years; to return the same number and class at the end of the term, with one-half the increase, excepting such as may be lost in any way whatever, and not for want of care on my part. I consider the cattle as the private property of Lieutenant Colonel J. C. Fremont, not being instructed by him to the contrary.

I have the honor to be, &c.,

ABEL STEARNS.

Col. J. D. STEVENSON,
Commanding Southern Military District, Cal.

In 1852, a Board of Commissioners was established by Congress to receive and audit claims against the government of the United States, growing out of Col. Fremont's military operations in California. This board held their sessions in California, and claims amounting

to about one million of dollars were presented for supplies represented to have been procured by Col. Fremont, for the use of the troops under his orders. Had Col. Fremont been in command of any considerable number of men, this sum would not seem large; but it must be remembered that his whole force consisted only of a small battalion, and that this force was in service but five or six months. Of these claims amounting to a million of dollars—all certified by Col. Fremont on his honor as "correct and just," and "applied to the public service"—the Commissioners found about \$140,000 reasonable and just, and recommended their payment, leaving eight hundred thousand dollars disallowed. We present a few of these claims with the opinions of the Board.

The United States Dr.

To Mariano G. Vallejo.

For the following property taken from the ranchos of General Marino G. Vallejo, for the use of the United States troops under the command of Captain John C. Fremont in the month of August, A. D. one thousand eight hundred and forty-six:

To eight hundred head of cows and large cattle, at \$15 each	\$12,000
To six hundred head of second-class cattle, at \$12 each	7,200
To six hundred head of third-class cattle, at \$8 each	4,800
*To one hundred head of sheep at \$5 each	750
Total	24,750

M. G. VALLEJO.

SONOMA, 30th August, 1846.

*Should be 150, as in old ac. and assignment.

I certify, on honor, that the foregoing account is substantially correct and just; that the property enumerated and charged was taken from General Vallejo, for the use of the United States troops under my command serving in California during the year eighteen hundred and forty six; that this property was consumed and expended in said service, and no portion of it returned to General Vallejo; and that he has received no compensation whatever for the same.

I do further certify that the prices charged are reasonable, not exceeding the value of the property at the time it was furnished for the use of the United States troops under my command in California.

JOHN C. FREMONT.

The explanatory remarks of this date appended to claim No. 9 I consider as applicable to this case.

JOHN C. FREMONT.

JULY 11, 1853.

BOARD FOR THE EXAMINATION OF CLAIMS CONTRACTED IN CALIFORNIA UNDER LT. COL. JOHN C. FREMONT.

Opinion on the claim of Mariano G. Vallejo, No. 8. Cattle, \$24,750.

On the additional testimony produced, the board is of opinion that a part of this claim, amounting to fifteen thousand five hundred and seventy-five dollars, (\$15,575,) is just, and accordingly recommends so much of it in amount to the favorable consideration of Congress; the balance, nine thousand one hundred and seventy-five dollars, (\$9,175) being disallowed.

This amount is arrived at by deducting one hundred and fifty (150) head of second-class cattle which were returned to General Vallejo by Captain and Assistant Quartermaster J. L. Folsom, (see his letter to the board of March 31, 1853,) and adding fifty (50) to the number of the sheep. (see the so-called claim numbered 10;) the animals to be paid for at the following rates:

300 head of cows and large cattle at \$10	\$3,000
450 head of cows, second class cattle at \$8	3,600
600 head of cows, third class cattle at \$6	3,600
150 sheep at \$2 50	375
	<hr/> 15,575

[vote unanimous—see Journal, page 220.]

C. F. SMITH, Col. U. S. Army,
President of the Board.

January 3, 1854.

The United States Dr.

To Mariano G. Vallejo.

For the following property taken from the ranchos and stores of Mariano G. Vallejo, for the use of the United States troops under the command of Captain John C. Fremont, in the month of August, A. D. one thousand eight hundred and forty-six:

To 500 head of first-quality horses, at one hundred dollars each	\$50,000
To 309 head of horses, at seventy-five dollars each	23,175
To 250 head of wild mares, at twenty-five dollars each	6,250
To 40 saddles, complete, at \$50 each	2,000
To 40 pairs of spurs, at \$5 each	200
To 200 blankets, at \$5 each	1,000
Total	82,625

M. G. VALLEJO.

SONOMA, August 30, 1846.

I certify, on honor, that the foregoing account is substantially correct and just; that the animals and other property enumerated were taken from General Mariano G. Vallejo for the use of the United States troops under my command serving in California during the year eighteen hundred and forty-six; that this property was lost and expended in said service, and no portion of it returned to General Vallejo; and that he has received no compensation whatever for the same. I do further cer-

tify that the prices charged are reasonable, not exceeding the value of the property at the time it was furnished for the use of the United States troops under my command in California.

JOHN C. FREMONT.

In explanation of this amount, it is proper to state that I considered the stock owned by General Vallejo to be of superior quality, and that I was directed by this knowledge in admitting the higher prices set out herein. It is further proper to state that in Sonoma, and generally throughout California, the stock found upon farms was driven off, as much in the view of preventing it from falling into the hands of the enemy as for the use of the troops, to which latter purpose only a comparatively small portion was appropriated. Great numbers of the stock, so driven off by us, were scattered over the country, and were, consequently, lost and perished. And it is in this extended sense that the words "consumed and expended" in the service of the United States were intended to be understood:

JULY 11, 1853. JOHN C. FREMONT.

BOARD FOR THE EXAMINATION OF CLAIMS CONTRACTED IN CALIFORNIA UNDER LT. COL. JOHN C. FREMONT.

[Opinion in the claim of M. G. Vallejo, No. 9.]
Horses, cattle, &c., \$82,625.

On the additional testimony produced, the board is of opinion that a part of this claim, amounting to thirty-two thousand six hundred and twenty-five dollars, (\$32,625,) is just, and accordingly recommends so much of it in amount to the favorable consideration of Congress; the balance, fifty thousand dollars, (\$50,000,) being disallowed. This amount is arrived at by allowing the undermentioned rates, the price affixed for the first quality horses appearing to be the highest that was paid by the quartermaster, or any other official, for horses for the service of the California battalion, viz:

500 horses, 1st quality, at \$40 . . .	\$20,000
300 " 2d " at 25 . . .	7,725
250 wild mares, at \$10 . . .	2,500
40 saddles, complete, at \$30 . . .	1,200
40 pairs of spurs at \$5 . . .	200
200 blankets, at \$5 . . .	1,000

\$32,625

[Vote unanimous—see journal, page 226.]

JANUARY 17, 1854.

C. F. SMITH, Col. U. S. Army,
President of the Board.

Claim of M. G. Vallejo, No. 9.

[Claim No. 16.]

United States

To Salvador Vallejo Dr.

For the following property taken from the ranchos and stores of Salvador Vallejo by the troops under the command of Captain J. C. Fremont, in the months of June, July, and August, A. D. one thousand eight hundred and forty-six:

To 200 head of first quality horses, at \$130 each . . .	\$26,000
To 240 head of second quality horses, at \$100 each . . .	24,000
To 15 saddles, at \$100 each . . .	1,500
To 4 rifles, at \$100 each . . .	400
To 1 rifle, at \$200 . . .	200
To 2 pair of pistols, at \$100 each . . .	200
To 10 mares, at \$80 each . . .	800

Total—fifty three thousand one hundred dollars . . . \$53,100

The remarks of this date, appended to Claim No. 11, are applicable to the present case, except that it is proper further to say that the arms specified herein were of a superior quality.

JOHN C. FREMONT.

11th JULY, 1853.

Sworn to by claimant, and endorsed—Approved:
J. C. FREMONT.

BOARD FOR THE EXAMINATION OF CLAIMS CONTRACTED IN CALIFORNIA UNDER LT. COL. JOHN C. FREMONT.

Opinion on the claim of Salvador Vallejo.—
Horses, arms, &c., \$53,100. No 16.

On the additional testimony produced, the board is of opinion that a part of this claim, amounting to eleven thousand seven hundred dollars (\$11,700,) is just, and accordingly recommend so much of it in amount to the favorable consideration of Congress; the balance, forty-one thousand four hundred dollars (\$41,400) being disallowed.

This amount is arrived at by allowing the undermentioned rates, viz:

200 horses, first quality, at \$30 . . .	\$6,000
240 horses, second quality, at \$20 . . .	4,800
15 saddles, at \$30 . . .	450
4 rifles, at \$50 . . .	200
1 rifle, at \$50 . . .	50
2 pair pistols, at \$50 . . .	100
10 mares, at \$10 . . .	100

11,700

[Vote unanimous—see journal, page 230.]

C. F. SMITH, Col. U. S. Army,
President of the Board.

JANUARY 19, 1854.

[Claim No. 246.]

United States Dr.

To Carlos Antonio Carrillo.

For supplies furnished United States troops under command of Col. John C. Fremont.

1847. Jan. 5.—To 38 mules, at \$100

	\$3,800
To 20 mares, at \$50 . . .	1,000
To 75 horses, at \$100 . . .	7,500
To 35 cows (milk), at \$30 . . .	1,050
To 100 fanegas corn, at \$3 . . .	300
To 60 " beans, at \$4 . . .	240
To 4 saddles, at \$30 . . .	120

14,010

I certify that the above account is correct, and that the supplies enumerated in the bill were furnished to the troops under my command, and applied accordingly to the use of the United States forces.

JOHN C. FREMONT.

BOARD FOR THE EXAMINATION OF CLAIMS
CONTRACTED IN CALIFORNIA UNDER LIEUT.
COL. JOHN C. FREMONT.

Opinion on the claim of Carlos Antonio Carillo.—No. 246. Horses, &c., \$14,010.

The board deems a part of this claim, amounting to four thousand and thirty-five dollars, (\$4,035,) just, and accordingly recommend so much of it in amount to the favorable consideration of Congress; the balance, nine thousand nine hundred and seventy-five dollars, (9,975,) being disallowed. This amount is arrived at by the allowing the undermentioned rates, viz:

38 mules, at \$25	\$950
20 mares, at \$10	200
75 horses, at \$25	1,875
35 cows, at \$10	350
100 fanegas corn, at \$3	300
60 " beans, at \$4	240
4 saddles, at \$30	120
	<hr/>
	4,035

[Vote unanimous—see journal, page 305.]

FEBRUARY 9, 1854.

C. F. SMITH, Col. U. S. Army,
President of the Board.

[Claim No. 230.]

The United States

To William D. Phelps, Dr.

For services of himself, crew, and boats of the barque Moscow, of Boston, of which he was part owner and in command, and being agent for all other owners, and for the risk and hazard incident to such service, in transporting Captain J. C. Fremont and a detachment of men under his command to a fort on the opposite side of the bay and entrance to the port of San Francisco, in Upper California, in July, 1846, and aiding him in capturing and dismantling the said fort, and spiking the guns thereof, consisting of three brass and seven iron cannon, of heavy calibre, and a part of which were afterwards taken on board the United States ship Portsmouth, by order of Capt. J. B. Montgomery, United States navy, \$10,000.

E. E. WILLIAM D. PHELPS.

Sworn to by the claimant.

I certify that Capt. Wm. D. Phelps did transport a party of men under my command to the fort near the Presidio, at the entrance of the bay of San Francisco, under the circumstances narrated in the above deposition; that he aided in dismantling the fort, and that I have always considered his services on that

occasion to have been very valuable to the United States. JOHN C. FREMONT.

WASHINGTON CITY, Aug. 5, 1853.

I certify that in July, 1846, Capt. W. D. Phelps did transport a party of men under the command of Capt. J. C. Fremont from Sancelito across the bay of San Francisco (seven miles) to the fort at Yerba Buena, commanding the entrance to the harbor, for the purpose of spiking the guns of the fort, which was in a very dismantled condition, and could not have been occupied without having been almost entirely rebuilt. There was no enemy present, and the sole object Capt. Fremont had in view was to prevent the Californians from using the guns at any future time. There was no risk or personal danger incurred, and the service would be well paid for at fifty dollars.

ARCHI. W. GILLESPIE,

Bvt. Major U. S. M. Corps.

WASHINGTON, Sept. 19. 1853.

BOARD FOR THE EXAMINATION OF CLAIMS
CONTRACTED IN CALIFORNIA UNDER LT.
COL. JOHN C. FREMONT.

[Opinion on the claim of Wm. D. Phelps. [No. 230.] Services of boats' crew and use of boat, \$10,000.

The board deems a part of this claim, amounting to fifty dollars (\$50) just, and accordingly recommend so much of it in amount to the favorable consideration of Congress; the balance, nine thousand nine hundred and fifty dollars, (\$9,950,) being disallowed.

[Vote unanimous—see journal, page 302.]

C. F. SMITH, Col. U. S. Army,
President of the Board.

FEBRUARY 8, 1854.

These documents require no comment; these literally speak for themselves, and the reader who has gone thus far, will not be surprised at the developments in the annexed article from the San Francisco (California) "Globe" of the 8th of August last.

FREMONT AND HIS FRIENDS.

"The name of Col. Fremont has been connected with the house of Palmer, Cook & Co., in the financial operations of that concern. The only connection between this banking house and Col. Fremont is in the Mariposa estate. They are interested in that property. Messrs. Palmer, Cook & Co., advanced funds to carry on the suit for the recovery of the Mariposa estate, for a certain portion off, if successful. Palmer, Cook & Co.'s portion was cut up into several shares and sold to different capitalists for certain sums advanced to meet law expenses, &c. Palmer, Cook & Co. became in this way Col. Fremont's bankers, and that is the only interest he has in that house."

The above extract from the money market article, of the New York Herald of July 5th, deserves more than passing notice. Its evi-

dent intention is to shield Col. Fremont from the odium of his connection with Palmer, Cook & Co. But "truth is mighty and public justice certain," and Col. Fremont is about to reap that retribution, that a discreditable and dishonorable association sooner or later brings. He has been the creature and subservient fool of Palmer, Cook & Co. for five years. After his signal and ignoble defeat in his effort at re-election to the U. S. Senate, in the spring of 1851, (in which body he served less than three weeks, abandoning his post of duty for a whole session to electioneer for a re-election,) he became the pliant instrument of Palmer, Cook & Co. To enable them, through the influence of T. Butler King to get a beef contract, from the Indian Commissioners, he agreed to sell out his capital in the Senatorial contest, to that gentleman, who thereupon obtained the contract for him. Joe Palmer was appointed by King and Fremont to carry out the political trade, and was accordingly dispatched to Southern California with letters from Fremont to his intimate friends, urging them to vote for King; but his friends would not agree to be sold thus, and King was defeated. In the meantime Fremont's beef contract was being executed. Made without the least authority of law, subject to the ratification of Congress, no money could be received upon it until that body made the proper appropriation. This did not suit the necessities of Fremont or Palmer, Cook & Co., then, as now, and as they always have been, hard up for money. It was necessary to make a financial operation, as Fremont had bought the cattle on a credit, and some portion of the purchase money must be paid.

To accomplish this object, they must get drafts upon the Secretary of the Interior, for the amount of beef contracted for, from one of these Indian Commissioners. To do this, one of these Commissioners had to be corrupted; for having no authority to draw such drafts, it was a base fraud to put such drafts in the market here, by a government officer, by which the unwary might be imposed upon and cheated.—The man for the deed was found in Barbour, one of the Commissioners, who, as it is alleged, by the promise of ten thousand dollars, drew drafts for upwards of \$180,000 upon the Secretary of the Interior. Skillful negotiation was next needed, and Wright, as the most unscrupulous of the gang, was put forward to raise money on the drafts, endorsed by Fremont.—Adams & Co., deceived by Wright's representations that Barbour had authority to draw the drafts, cashed \$30,000 of them. This was great success, and put the conspirators in funds. Barbour was paid his \$10,000, (quit the State and has never returned,) and some part of the purchase money for the cattle paid. But more money was required, and negotiation was entered into with the banking house of

James King of Wm., that house upon the residue of the drafts, (over \$150,000,) advanced \$40,000, to draw 3 per cent. per month interest.—About the same time Fremont disposed of half of his interest in the Mariposa grant to Palmer, Cook & Co., put this \$40,000 in their hands, became their servile tool and agent, and has been their stipendiary ever since. Under color of leases from Fremont of quartz veins of the Mariposa tract of land, Wright and his associates have raised hundreds of thousands of dollars in the Eastern cities, and in Europe, by buying fine gold specimens of quartz in the Eastern markets, and representing them as coming from the veins on the Mariposa leads. English capitalists began to suspect these frauds, and it was necessary to have Fremont in England to help them out of their difficulties. The most unheard of falsehoods were told by Wright of the richness of these veins, which, for a time, satisfied those who had invested their money in them; but at length suspicion of fraud became so strong, that Fremont, Wright and their confederates had to escape secretly from England, (Fremont leaving his wife and children behind him, to follow on the next steamer as a blind to prevent pursuit and arrest, before sailing,) to avoid a prosecution for swindling, for which, if they had been caught, they would have been convicted, and sent to Botany Bay. In Europe, before their escape, and afterwards in the United States, these adroit financiers rioted on their ill-gotten gains. Fremont is said to have expended twenty-five or thirty thousand dollars in Europe, in a few months.

The pickings of these operations were soon exhausted in the fraudulent and unsuccessful speculations of Palmer, Cook & Co., and by Fremont's extravagances, and in a state of utter destitution Fremont presented himself before Congress in 1854, begging for an appropriation to pay for his beef contracts. He represented that James King of Wm. had sued him on the \$40,000 advanced on these drafts, obtained judgment, and bought his Mariposa Claim for less than a thousand dollars, and unless Congress gave him relief the time of redemption would expire and it would be entirely lost to him.

By the most dexterous and unwearying lobbying, the bill passed Congress, and Fremont "turned up" again, a millionaire. He redeemed the Mariposa claim; bullied Corcoran & Riggs of Washington City, who held the claim of James King, of Wm., into a reduction of from twenty to thirty thousand dollars on the amount due; through his partners, Palmer, Cook & Co., shaved the Californians from whom he had purchased the cattle, and who had so patiently waited for their money, forcing them to take half that was due them, or get nothing, (for Palmer had skillfully had the deed for the Mariposa claim made to himself personally, and at the same time took a

confession of judgment from Fremont to his house for upwards of \$73,000, to bear three per cent per month interest, until paid, so nothing could be made out of Fremont,) and his creditors had to take whatever Palmer, Cook & Co. offered, or get nothing. In this way most of the appropriation made by Congress was secured to Palmer, Cook & Co., which saved them from bankruptcy two years ago. Since then, Fremont has been their agent in the Eastern States, receiving a thousand dollars per month from Palmer, Cook & Co., to enable him to make a show of wealth, and thus aid them in their negotiations. Fremont, Palmer and Wright, spent the summer and fall of 1855 in the Eastern States, trying to raise money on the Mariposa and Bolton & Barron claims. But their most strenuous exertions and expertness failed them, and Palmer came home foiled. Here, his fortunes and that of his House, he found in a desperate condition, owing to the exposures of the Bulletin. Orders were immediately issued by him to Fremont and Wright, to turn Black Republicans, and by bribery, and every available means, accomplish the election of a Black Republican Speaker. The money of Palmer, Cook & Co., elected Banks, Speaker. Now for the reward. Banks so appointed the Committees as to secure the reporting of a Bill to confirm the Bolton & Barron claim, outright, without going through the ordeal of the United States Courts. They found a convenient tool in Phil. Herbert, to offer this bill, and to lobby it through the House, as he would certainly have done with the aid of Wright and his partners in the claim, notwithstanding the opposition of Gen. Denver, but for Herbert's having killed the Irish waiter. But to return to Wright and Fremont. Their success in electing Banks emboldened them, and they struck for higher game, no less than Fremont's nomination by the Black Republicans, for President. With such a nomination, the confirmation of the Bolton and Barron claim by Congress, and the Mariposa claim by the Supreme Court, Fremont, it was supposed, could borrow upon these claims any amount of money among his fanatical negro-worship-

ping associates; and Palmer, Cook & Co. would in reality be the Rothschilds of America. The plan was well laid, and now for its execution. At this juncture, Selover appeared upon the stage, the very man to carry through this villainous scheme. Into this he entered with wild enthusiasm, having oceans of gold floating before his vision, if successful. But to get the nomination, money was first necessary, and money was obtained and spent lavishly, poured out like water. In this way a large portion of the money of the State, designed to pay interest on the Bonds, went. The Placer Herald says, Selover expended \$49,000. How much Wright expended is not known. Success attended their efforts. Fremont was nominated by the liberal and scoundrelly use of the money of the people of California—placed in the hands of Palmer, Cook & Co., to pay the interest on our State and other Bonds.

Diplomacy and negotiation are now requisite to the consummation of their complicated and sinister schemes. But ten days remained from the time of Fremont's nomination, until the interest had to be paid; plenty of time, so the conspirators thought, in which to attain their ends. But like Biddle's speculation in cotton, with the funds of the U. S. Bank, they tripped up in playing their last card. Fremont could borrow no money on the Mariposa claim. Herbert's difficulty had blocked the game on the Bolton & Barron claim, and the first of July found Palmer, Cook & Co.'s agent without a dollar of the \$102,000 placed in the vaults of that House, to pay the interest on the State and City Bonds. San Francisco and California are discredited before the world, and their creditors are swindled out of their money; but what of that? Fremont is nominated; if elected, Palmer will be Secretary of the Treasury, Wright Sub-Treasurer, Selover Collector of the Port, and that will be honor and glory enough to the State, to re-instate its former credit and wipe out the stain upon her escutcheon, now so disgracefully impressed thereon, by these political schemes and financial transactions.

What say you, citizens of the United States, is John C. Fremont "honest? Is he capable?" Do his acts show him to be a proper person to occupy the exalted station of President, and direct the financial transactions of the Republic?





